					ORDE	R FOR SU	JPPLIES (	OR SERVICES	S				PAGE 1 OF 22
1 CONTR	ACT PUR	CH O	RDF	R/AGREEMENT NO.	2 DELIV	ERY ORDER	/CALL NO	3. DATE OF ORD	ER/CALI	4 REOI	JISITION/PURCH	REQUEST NO	5. PRIORITY
I. CONTR	ACTFUR	CH O	KDE	VAGREEMENT NO.		/-07-F-007		(YYYYMMMDD) 2007JUN26	EK/CALL		SCHEDULE	REQUEST NO.	DOA4
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JOHN ORR (586)574-7859  WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL  WEAPON SYSTEM: WPN SYS: MM  FMAIL: JOHN OPPONIS ARMY MIL				ARE 172	A DAYTON A C, BUILDING 5 VAN PATTON GHT PATTERSON PAS: N	AVENUE I AFB,		3-5302 <b>ADP PT:</b> HO	1337	X DESTINATION OTHER (See Schedule if other)			
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	• TY	PE B	USI	NESS: Other Nor	nprofit			•		IL INVOICE Block 15	S TO THE ADDRI	SS IN BLOCK	
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f. TELEP	HONE NU	MBEF	₹	g. E-MAIL A	ADDRESS			PARTIA FINAL 31. PAYMENT	L	32. PAID BY		34. CHECK N	VERIFIED CORRECT FOR  UMBER
36. I CER	TIFY THI	S ACC	OUN	T IS CORRECT AND I	PROPER F	OR PAYMEN	г.	COMPL	ETE				
a. DATE	MMDD)			b. SIGNATURE AND	TITLE OF	CERTIFYING	OFFICER	PARTIA FINAL				35. BILL OF	LADING NO.
37. RECE	IVED AT			38. RECEIVED BY (P	rint)	39. DATE RE		40. TOTAL CO TAINERS	DN- 4	41. S/R ACCO	OUNT NUMBER	42. S/R VOUC	HER NO.

# Reference No. of Document Being Continued Page 2 of 22 **CONTINUATION SHEET** PIIN/SIIN W56HZV-07-F-0079 MOD/AMD Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC

SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	
52.201-4000 (TACOM)	TACOM-WARREN OMBUDSPERSON	JAN/2006

 $Information\ regarding\ the\ TACOM-Warren\ Ombudsperson\ is\ located\ at\ the\ website\ http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm$ 

[End of Clause]

2 52.217-4911 NOTICE OF URGENT REQUIREMENT NOV/2001 (TACOM)

TACOM considers this requirement to be urgent. Timely performance and delivery are essential. Deliveries ahead of schedule are encouraged whenever they can be offered without additional cost to the Government. The Contractor is requested to immediately contact the buyer or contracting officer identified on the cover page of this document to notify them of any pending or potential problems and/or suggestions for contract streamlining that would enable faster deliveries.

[End of Provision]

# Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-F-0079

MOD/AMD

**Page** 3 **of** 22

Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 2590-01-128-5746 FSCM: 19207 PART NR: 12308403 SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY	115	EA	\$ 787.00000	\$90,505.00
	CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: WIRING HARNESS, BRAN PRON: EH7Y6226EH PRON AMD: 02 ACRN: AA AMS CD: 070011				
	Description/Specs./Work Statement TOP DRAWING NR: TDPL 12308403 DATE: 18-JUN-2007				
	FIRST ARTICLE TEST REPORT WAIVER				
	The First Article Test Report requirements for this item are hereby waived as the UNICOR, Oxford, WI				
	facility has a blanket First Article Test waiver for all TACOM-Warren wiring harnesses and cable assemblies.				
	(End of narrative D001)				
	Packaging and Marking  PACKAGING/PACKING/SPECIFICATIONS:  SEE PACKAGING REQUIREMENTS CLAUSE  UNIT PACK: 001  LEVEL PRESERVATION: Military  LEVEL PACKING: B				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001 W56HZV7164T600 W25G1U J 2  DEL REL CD QUANTITY DEL DATE  001 35 27-DEC-2007				
	FOB POINT: Destination				
	SHIP TO:  (W25GlU) SU TRANSPORTATION OFFICER  DDSP NEW CUMBERLAND FACILITY  2001 MISSION DRIVE DOOR 113 134				

# Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-F-0079

MOD/AMD

Page 4 of 22

Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC

EM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NEW CUMBERLAND PA 17070-5001				
	DOC         SUPPL           REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           002         W56HZV7164T601         SW3227         J         2           DEL REL CD         QUANTITY         DEL DATE				
	001 80 27-DEC-2007				
	FOB POINT: Destination				
	SHIP TO: (SW3227) DEF DIST DEPOT RED RIVER RECEIVING BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000				

### Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-F-0079

MOD/AMD

**Page** 5 **of** 22

Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite Title Date

52.211-4015 CONFIGURATION CONTROL - ENGINEERING CHANGES DEC/2005
(TACOM)

#### (a) DEFINITIONS:

- (1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.
  - (2) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.
  - (3) Value Engineering Change Proposal (VECP). A proposal that --
    - (i) Requires a change to the instant contract; and
- (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
  - (A) In deliverable end item quantities only;
  - (B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
  - (C) To the contract type only.
- (4) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request once you realize that you desire to deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.
- (b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.
- (c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDDs) which can be found at the following website: http://contracting.tacom.army.mil/engr/engrchange.htm. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.
  - (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is MM.
- (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.
- (3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:
- (i) Files readable using these Microsoft 97 Office Products or later versions: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
  - (ii) Files in Adobe PDF (Portable Document Format).
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.
- (iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.

CONTINUATION SHEET	Reference No. of Document Be	Page 6 of 22	
CONTINUATION SHEET	PIIN/SIIN W56HZV-07-F-0079	MOD/AMD	

Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC

- (d) Submittal Procedures for ECPs/VECPs/RFDs.
  - (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
  - (2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

Email a copy of the contractor's request and ACO comments (DD Form 1998) to the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155. Indicate end item application (if known) in subject line, along with the NSN and contract number.

- (f) Approval of ECPs, VECPs and RFDs.
- (1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.
- (2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.
  - (3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.
- (g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.
- (h) Reminder Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.
  - (i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.
  - (j) Questions.
- (1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (OAR).
- (2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

2 52.211-4053 REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING MAR/2006 (TACOM) SUBSTANCES (CIODS)

- (a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our website and locating the required tailoring language appear in paragraph (c) of this clause.
- (b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Specifications and standards affected are: MIL-C-11796.
- (c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: http://contracting.tacom.army.mil/acqinfo/ciods.html

### Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-F-0079

MOD/AMD

**Page** 7 **of** 22

Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC

[End of Clause]

3 52.211-4072 (TACOM)

TECHNICAL DATA PACKAGE INFORMATION

JAN/2005

The following "X"d item applies to this solicitation:

- [ ] There is no Technical Data Package (TDP) included with this solicitation.
- [ x ] The TDP for this solicitation is on a CD ROM and must be ordered. Ordering instructions can be obtained at Uniform Resource locator (URL): http://contracting.tacom.army.mil/bidreq.htm
- [ ] This solicitation contains one, or, more Web located TDPs. If multiple Contract Line Item Numbers (CLINs) are listed, each one will have its own URL just under the CLIN listing. The URL will take you to that CLIN's Web located TDP. To access the TDP, you will have to copy or type the link's URL into your web browser address bar at the top of the screen.

Note: To copy a link from a .pdf file, click on the "Text Select Tool," then highlight the URL, copy and paste it into your browser, and hit the enter key.

CLIN:

TDP Link (URL):

[End of Clause]

4 52.246-4053 (TACOM) USE OF MIL-STD 1916

JAN/2001

The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD-1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL IV for major characteristics and VL II for minor characteristics. MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916.

[End of Clause]

5 52.211-4008 (TACOM)

DRAWING LIMITATIONS

NOV/2005

- (a) The drawings supplied with this contract are <u>not</u> shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:
  - (1) depict the completed (item(s), and
  - (2) serve as the basis for inspection of the completed item(s).
- (b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.
- (c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.
- (d) You, the contractor, are responsible for obtaining all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.
- (e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

	NITINII A TIONI CI	шыта	Reference No. of Document Be	Page 8 of 22	
CO	NTINUATION SI	HEEI	PHN/SHN W56HZV-07-F-0079	MOD/AMD	
Name of Offeror or Contractor: FEDERAL PR			ISON INDUSTRIES INC		•
6 52.211-4011		ACQUISITI	ON OF MANUFACTURER'S PART NUMBER: COMPO	DNENTS	FEB/1998

(TACOM)

One or more of the drawings for part of the contract item set forth in the Schedule and in the Technical Data Package specify manufacturer's part numbers. Since complete Government technical data for such part or parts are not available, it is understood that the Contractor, by accepting this contract, agrees to furnish only the listed manufacturer's part number(s) for those components of the contract item, except as provided in the provision entitled NOTICE REGARDING "SOURCE-CONTROLLED" COMPONENTS. (In Section L or near the end of this solicitation.) It is further understood and agreed that references to manufacturer's part numbers herein shall be deemed to include all changes or revisions thereto which the approved manufacturer has made effective as of the first date of delivery of any of the items under this contract; provided, that no change or revision that affects the interchangeability (ability to be interchanged with previous parts and to match with all mating parts when assembled) of the listed manufacturer's part shall be incorporated into the contract item without the prior written approval of the Procuring Contracting Officer.

### Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-F-0079

MOD/AMD

**Page** 9 **of** 22

Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC

PACKAGING AND MARKING

Regulatory Cite Title Date

1 52.211-4516 PACKAGING REQUIREMENTS (SELECTIVE GROUP PACKAGING REQUIREMENTS) NOV/2005
(TACOM)

- (a) Military preservation, packing, and marking for this contract shall be accomplished in accordance with the specific requirements identified below and all the applicable requirements of MIL-STD-2073-1, Revision D, Dated 15 Dec 1999 including Notice 1, Dated 10 May 2002.
  - (1) LEVEL OF PRESERVATION: Military
  - (2) LEVEL OF PACKING: B
  - (3) QUANTITY PER UNIT PACKAGE: 001
- (b) MIL-STD-2073-1, Appendix J establishes and defines codes used in describing military packaging methods and materials. The following codes from Appendix J apply:
  - (1) Preservation Method Code: 32 (Table j.i. and j.ia.)
  - (2) Cleaning Procedure Code: 1 (Table j.ii)
  - (3) Preservative Material Code: 00 (Table j.iii)
  - (4) Wrapping Material Code: EA (Table j.iv)
  - (5) Cushioning and Dunnage Code: GT (Table j.v)
  - (6) Thickness of Cushioning or Dunnage Code: X (Table j.vi)
  - (7) Unit Container Code: ZZ (Table j.vii)
  - (8) Intermediate Container Code: ED (Table j.vii)
  - (9) Quantity per Intermediate Container Code: AAA (Appendix J.4.11)
  - (10) Packing Code: A (Table j.IX and J.IXa)
  - (11) Special Marking Code: 00 (Table j.x)
- (c) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage
  - (d) Marking:
- (1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P(3), dated 29 Oct. 2004, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material. NOTE: Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors much check the solicitation and/or contract for this clause.
- (2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin,

### Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-F-0079

MOD/AMD

Page 10 of 22

Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC

Red River, Anniston). Packing lists are required in accordance with the Standard, see paragraph 5.3.

- (3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee."
- (4) Commercial software may be used to generate a Military Shipment Label / Issue Receipt Document (MSL/IRRD)including the required Code 39 and 2D(PDF417) bar codes. However, the commercial software must produce labels/documents which comply with the requirements of MIL-STD-129P. Contractors shall insure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, and DODAAC. (Army developed software, for creating MSL/IRRD previously available to those with government contracts is no longer supported.)
- (e) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.
- (f) These packaging requirements are intended to provide protection against environmentally induced corrosion and deterioration, physical and mechanical damage, and other forms of degradation during storage, multiple handling, and shipment associated with the military distribution system. The Government encourages contractors to submit requests for changes that will result in savings or improve the packaging. Please submit request for changes in accordance with the RFD clause of the contract. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing at contractors expense.
  - (g) Hazardous Materials(as applicable):
- (1) Hazardous Materials is defined as a substance or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)
- (2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:
  - International Air Transport Association (IATA) Dangerous Goods Regulations
  - International Maritime Dangerous Goods Code (IMDG)
  - Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49  $\,$
  - Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).
- (3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.
  - (h) SUPPLEMENTAL INSTRUCTIONS: FLEXIBLE-COILABLE ITEM REQUIREMENTS APPLY

### Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-F-0079

MOD/AMD

Page 11 of 22

Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	Regulatory Cite	Title	Date
1	52.246-4025	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENTTACOM QUALITY SYSTEM	MAY/2005
	(TACOM)	REQUIREMENT	

- (a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.
  - (b) Your quality system under this contract shall be in accordance with the quality system indicated by an X below:
    - [ X ] ISO 9001:2000 (tailored: delete paragraph 7.3) or comparable quality system
    - [ ] ISO 9001:2000 (untailored) or comparable quality system
    - [ ] ISO 9001:2000 (tailored: delete paragraphs -1-) or comparable quality system

If you intend to use a system comparable to ISO 9001:2000, please identify your quality system below. You may use an in-house quality system, or one based on a commercial, military, national, or international system.

In addition to identifying your proposed system in the space above, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

- (c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.
- (d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

2 52.211-4029 INTERCHANGEABILITY OF COMPONENTS (TACOM)

MAY/1994

- (a) <u>DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL</u>. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.
- (b) <u>WHEN THE POLICY CAN BE WAIVED</u>. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

# CONTINUATION SHEET Reference No. of Document Being Continued Page 12 of 22 PIIN/SIIN W56HZV-07-F-0079 MOD/AMD

Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC

- (c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:
  - (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
  - (2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

3 52.246-4028 INSPECTION AND ACCEPTANCE POINTS: ORIGIN (TACOM)

NOV/2005

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN.

Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION F	POINT:	UNICOR, Federal F	rison Indust		(53753) (CAGE)	 
		County Hwy G and (Address)	Elk Avenue, (	-		
ACCEPTANCE E	POINT:	Same as above (Name)				
		(Address)	(City)	(State)	(Zip)	

### Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-F-0079

MOD/AMD

Page 13 of 22

Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saalzp/procurement/afars.doc

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	Regulatory Cite	Title	Date
1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
2	52.247-34	F.O.B. DESTINATION	NOV/1991
3	52.247-48	F.O.B. DESTINATIONEVIDENCE OF SHIPMENT	FEB/1999
4	52.211-16	VARIATION IN QUANTITY	APR/1984

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.
- (b) The permissible variation shall be limited to:
  - 0 Percent increase
  - 0 Percent decrease

This increase or decrease shall apply to the total order quantity.

(End of Clause)

- 5 52.242-4022 DELIVERY SCHEDULE SEP/2006 (TACOM)
- (a) Offers that propose delivery that will not clearly fall within the applicable required delivery schedule specified below MAY BE CONSIDERED NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD. If you believe that the delivery schedule or quantity is unrealistic, contact the buyer listed on the cover sheet of this solicitation at least 14 days prior to solicitation closing date.
  - (b) DEFINITIONS:
- (1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.
  - (2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

- (c) The Government requires delivery to be made according to the following schedule:
  - (1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)
    - ITEM NO. OTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-F-0079

MOD/AMD

Page 14 of 22

Name of Offeror or Contractor: Federal prison industries inc

(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED

ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

0001AA 115 90

(d) If the offeror does not propose an accelerated delivery schedule, the required delivery schedule above will apply. If you wish to propose an accelerated delivery schedule at no additional cost, fill in the appropriate information here:

(1) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

(2) OFFERORS PROPOSED DELIVERY SCHEDULE WITHOUT FIRST ARTICLE TEST (FAT), or IF FAT IS WAIVED

ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

0001AA 115 each 180

(e) You can accelerate delivery after contract award at no additional cost to the government.

[End of Clause]

6 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR MAY/2004

(TACOM) ADDRESSES

Rail/ MILSTRIP

 Motor
 Address
 Rail
 Motor
 Parcel Post

 \_SPLC\*
 Code
 Ship To:
 Mail To:

206721/ W25GlU Transportation Officer Transportation Officer Transportation Officer 209405 Defense Dist Depot Defense Dist Depot Defense Dist Depot

Susquehanna Susquehanna Susquehanna

New Cumberland, PA New Cumberland, PA New Cumberland, PA 17070-5001

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ W62G2T Transportation Officer Transportation Officer 875675 XU Def Dist Depot XU Def Dist Depot Dist Depot San Joaquin

Tracy, Ca 95376-5000

San Joaquin San Joaquin P O Box 96001

25600 S Chrisman Rd 25600 S Chrisman Rd Stockton, CA 95296-0130

Tracy, Ca 95376-5000

Rec Whse 10 Rec Whse 10

CONTINUATION SHEET					
C	ONTINU	ATION SHEET	PIIN/SIIN W56HZV-07-F-00	79 <b>MOD/AMD</b>	
Name of	Offeror or C	ontractor: FEDERAL PRISON 1	INDUSTRIES INC		
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021	
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150	
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000	
764538/ 764535	w67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003	

Reference No. of Document Being Continued

Page 15 of 22

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot Red River Army Depot Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

<sup>\*\*\*</sup>SPLC indicates  $\underline{S}$ tandard  $\underline{P}$ oint  $\underline{L}$ ocator  $\underline{C}$ ode.

	CONTINUATION CIT	Reference No. of Document Being Continued					Page 16 of 22			
	CONTINUATION SH	CC I	PIIN/SIIN W	56HZV-	07-F-0079	MOD/	AMD			
Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC										
CONTRAC	CT ADMINISTRATION DATA									
LINE ITEM_	PRON/ AMS CD/ OBLG MIPR ACRN STAT F	ACCOUNTIN	G CLASSIFICATION			JOB ORDER <u>NUMBER</u>	ACCOUNTI STATION	NG	OBLIGATED AMOUNT	
0001AA	EH7Y6226EH AA 2 9	97 X493	OAC6D 6D	26FB	S20113		W56HZV	\$	90,505.00	
	070011						TOTAL	\$	90,505.00	
SERVICE NAME Army	TOTAL BY ACRN		G CLASSIFICATION OAC6D 6D	26FB	S20113	ACCOU STATIO W56HZ	ON	\$_	OBLIGATED  AMOUNT  90,505.00	
							TOTAL	\$	90,505.00	
ACRN AA	EDI ACCOUNTING CLASSIFICE 97 0X0X4930AC6D S201		0000700110000026FE			S20113				
	Regulatory Cite			T	itle				Date	
1		PAYMENT I	NSTRUCTIONS FOR TH	E DEFE	NSE FINANCE	AND ACCOUNTING	SERVICE	(	OCT/2005	

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

### Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-F-0079

MOD/AMD

Page 17 of 22

Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC

SPECIAL CONTRACT REQUIREMENTS

Regulatory Cite \_\_\_\_\_\_ Title \_\_\_\_\_ Date

1 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING SEP/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/

- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awd.htm

Rock Island: https://aais.ria.army.mil/AAIS/AWDINFO/index.htm

Picatinny: http://procnet.pica.army.mil/dbi/DynCBD/award.cfm

Red River Army Depot: http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm

Anniston Army Depot: http://www.anadprocnet.army.mil/

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/dpap/ebiz/VANs.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
- (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: http://contracting.tacom.army.mil/ebidnotice.htm
  - (f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

2 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS SEP/2006 (TACOM)

- (a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.
- (b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:
  - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
  - (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy

CONTINUATION	SHEET
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# Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-F-0079

MOD/AMD

Page 18 of 22

Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC

and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage2126.html

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-F-0079

MOD/AMD

Page 19 of 22

Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC

CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	Regulatory Cite	Title	Date
1	52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL/2006
2	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH	SEP/2006
		CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	
3	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
4	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB)	JUL/2005
		OTHER THAN PENSIONS	
5	52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
6	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
7	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
8	52.222-26	EQUAL OPPORTUNITY	MAR/2007
9	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
10	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2006
11	52.232-1	PAYMENTS	APR/1984
12	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
13	52.232-11	EXTRAS	APR/1984
14	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
15	52.232-25	PROMPT PAYMENT	OCT/2003
16	52.233-1	DISPUTES	JUL/2002
17	52.233-3	PROTEST AFTER AWARD	AUG/1996
18	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
19	52.243-1	CHANGESFIXED PRICE	AUG/1987
20	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR/2007
21	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
22	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
23	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
24	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JAN/2007
25	252.225-7036	BUY AMERICAN ACTFREE TRADE AGREEMENTSBALANCE OF PAYMENTS PROGRAM	MAR/2007
26	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
27	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
28	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
29	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
30	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III	MAY/2002
31	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

- (a) Definition. Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.
- (b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

 $({\tt Address}) \ {\tt See \ supporting \ activity(ies)} \ {\tt listed \ in \ the \ specification}$ 

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-F-0079

MOD/AMD

Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offerors Name -3-

Manufacturers Name -4-

Sources Name -5-

Item Name -6-

Service Identification -7-

Test Number -8- (to the extent known)

- (d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Governments best interests.
- (e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Governments interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.
- (f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of Clause)

32 52.215-19

NOTIFICATION OF OWNERSHIP CHANGES

OCT/1997

Page 20 of 22

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall --
  - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

### Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-F-0079

MOD/AMD

Page 21 of 22

Name of Offeror or Contractor: Federal prison industries inc

33 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/200

- (a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcma.mil/20/guidebook\_process.htm (paragraph 4.2).
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall
  - (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
  - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

Offeror insert information for each SPI process)
EPI Process:
Pacility:
Military or Federal Specification or Standard:
Affected Contract Line Item Number, Subline Item Number, Component, or Element:

- (e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror
- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

- 34 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005 (TACOM)
- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website: http://contracting.tacom.army.mil/ebidnotice.htm
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available.

CONTINUATION SHEET	Reference No. of Document Bo	eing Continued	Page 22 of 22
	PIIN/SIIN W56HZV-07-F-0079	MOD/AMD	

Name of Offeror or Contractor:  ${\tt FEDERAL\ PRISON\ INDUSTRIES\ INC}$ 

Classified information shall be handled in full accordance with the appropriate security requirements.

- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.